

**SIXTEENTH AMENDMENT
to the
KANSAS MEDICAL ELIGIBILITY DETERMINATION (K-MED) SYSTEM CONTRACT
between
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
and
ACCENTURE, LLP**

The above referenced agreement entered into by and between the Secretary of the Kansas Department of Health and Environment, hereinafter referred to as KDHE, and Accenture LLP ("Contractor" or "Accenture") beginning August 29, 2011 ("Original Agreement"), as amended by the First Amendment dated August 30, 2011, the Second Amendment dated February 16, 2012, the Third Amendment dated April 4, 2012, and the Fourth Amendment dated June 21, 2012, the Fifth Amendment dated August 21, 2012, the Sixth Amendment dated October 22, 2012, the Seventh Amendment dated January 16, 2013, the Eighth Amendment dated March 14, 2013, the Ninth Amendment dated August 2, 2013, the Tenth Amendment dated August 5, 2013, the Eleventh Amendment dated October 15, 2013, the Twelfth Amendment dated October 17, 2013, the Thirteenth Amendment dated April 29, 2014, the Fourteenth Amendment dated November 18, 2014, the Fifteenth Amendment dated February 3, 2015 is hereby amended by agreement of the parties (this "Sixteenth Amendment").

1. BACKGROUND / SUMMARY

- a) KDHE and Accenture have agreed to execute the Optional Years of the Original Agreement from September, 2016 through August, 2021 with pricing defined in Section 3.I of this Amendment.
- b) KDHE and Accenture have agreed to additional Operations staffing to support the scope of the solution to be implemented as a result of previous Change Requests and Amendments to the Solution and Contract. The updated KDHE Solution assumptions and resulting monthly costs are included in Section 3.A and 3.C of this Amendment, respectively.
- c) KDHE and Accenture have agreed to mutually fund additional Accenture staff to work under the direction of the State to support post go-live activities not included in the Application Maintenance fixed fee scope. This staff and their activities are defined in Section 3.B of this Amendment.
- d) KDHE and Accenture have agreed to modify the Liquidated Damages and Service Level Agreements (SLAs) which will be in effect for Phase 2 and beyond. The changes to the Terms and Conditions are defined in Section 2 of this Sixteenth Amendment while the changes to the Service Level Agreements (SLAs) are defined in Exhibit L to the Original Agreement, added under Section 6 of this Amendment.
- e) KDHE and Accenture agree to extend Security services as defined in Section 3.C of this Agreement through August, 2021. Extension costs are outlined in Section 3.I of this Amendment.

- f) KDHE and Accenture agree to replace the KDHE Rate Card with a new Rate Card which contains discounts of onshore hourly rates in addition to new offshore rates. The new Rate Card is contained in Section 7 of this Amendment.
- g) KDHE and Accenture have agreed to pricing for Optional Facilities that may be extended through August, 2021 per terms in Section 3.G of this Amendment.
- h) KDHE and Accenture have agreed to pricing for Interim Maintenance and Operations for February 2015 through December 2015. The definition of these services and the costs are outlined in Section 3.H of this Amendment.
- i) KDHE and Accenture have agreed to a revised scope and schedule for Phase 2.6 as defined in Section 3.J of this Amendment. Additionally, KDHE and Accenture have agreed to modify deliverable pricing and holdback amounts as defined in Section 3.K and 3.L of this Amendment.
- j) KDHE and Accenture have agreed to service credits to be applied future periods that provide additional capacity for change requests under the Maintenance and Operations scope.

2. CHANGES TO THE ORIGINAL AGREEMENT TERMS AND CONDITIONS

- A. Section 4.66 of the KEES Original Agreement Terms and Conditions** is hereby modified and replaced in its entirety with the following:

Section 4.66 Liquidated Damages and Service Level Agreements

The required Liquidated Damages (LDs) and Service Level Agreements are specified in Exhibit L to this Agreement.

The State may choose, as an alternative, for the Contractor to provide the value of LDs in the form of a Service Credit that reflects the equivalent amount of hours billed by the Contractor on the Project.

The State's use of Service Credits shall be entirely discretionary and Contractor acknowledges and agrees that the State may choose to impose LDs based upon the dollar values identified herein.

With respect to any Liquidated Damage Assessment not utilized as a Service Credit by the Contractor within 180 days of the State's assessment, of the LDs shall convert the Service Credit to a monetary LD and the value of such LD shall be deducted from the Contractor's next invoice.

The State acknowledges that any incident that gives rise to an LD and for which the State exercises its right to assess LDs, either as a cash amount or a Service Credit, shall not operate as a concurrent finding of breach of the Contract. The State's choice to impose LDs on Contractor, once exercised, shall serve as the sole and exclusive remedy of the State for a particular incident of Contractor non-performance and shall be documented as such. This shall not operate as a restriction on the State to conclude that a series of LD incidents, collectively, reflect a cumulative breach of Contractor's performance obligations herein.

As a function of the above options available to the State to utilize LDs to incentivize Contractor performance, Contractor and the State shall make commercially reasonable efforts to meet and collaborate in good faith, in advance of any determination that an LD may apply for Contractor performance and to develop a written record of communication with the Contractor regarding any activities which could give rise to imposition of LDs. As a minimum guideline, the State will notify the Contractor prior to delivery of a notice informing Contractor of the potential for a LD and making a request for a Corrective Action Plan.

If, after providing and completing a Corrective Action Plan, the LD has not been resolved, it may be imposed as a service credit. If the Contractor misses five (5) SLAs for three (3) consecutive months, or if a single SLA is missed for six (6) consecutive months, the deficiency will be escalated to the Agency Directors and E-CITO to resolve. The SLA definitions may be adjusted, a settlement negotiated, or other remediation as mutually agreed.

Liquidated damages shall only be due from Contractor if the failure of performance was not directly caused by third parties (but not Contractor's subcontractors), force majeure events, or other events beyond Contractor's reasonable control. To the extent that the State materially causes the delay, no liquidated damages will be applied to Contractor.

3. CHANGES TO THE KEES KDHE STATEMENT OF WORK

- A. The KEES KDHE Statement of Work (KEES KDHE SOW) is hereby amended to include the following provision at Section 27.2 therein. All other provision of the KEES KDHE SOW at Section 27.2 remain unchanged:

The following assumptions are made in relation to the level of support to provide the services defined in Section 27.2.1 (Application Maintenance), 27.3 (Production Support), and 27.4 (Accenture Common Services) by the Accenture Operations team related to the KDHE functionality.

| Description | KDHE |
|--|-------|
| Number Of Users | 2000 |
| Number of Active Users | 1500 |
| Number of Ticket Raised/Year by Active Users | 6 |
| Total Tickets based on Active Users (Active Users *tickets per year) | 9,000 |
| Number of Tickets for L2 Support | 3600 |
| L3 tickets as a % of L2 Tickets | 15% |
| Number of Level 3 Tickets | 566 |
| Number of FTE Required for Level 2 and L3 Support | 13.9 |
| RICEFW Support | |
| Number of Interfaces | |
| Simple | 6 |
| Medium | 34 |
| Complex | 9 |
| Number of extensions or eScripts | |

| | |
|--|------|
| Simple | 313 |
| Medium | 57 |
| Complex | |
| Number of Reports/Forms/Views | |
| Simple | 0 |
| Medium | 300 |
| Complex | 60 |
| Number of Workflows | |
| Simple | 0 |
| Medium | 19 |
| Complex | 14 |
| Additional FTE support | 1 |
| Number of FTE/year required for RICEFW support | 6.1 |
| Technical Application Support | |
| Number of Development Environment | 6 |
| Number of Production Environment | 1 |
| Number of FTE required for Environment support | 3.2 |
| Total FTE required for the KDHE AO Support | 23.2 |

- B. The Security Monitoring Services Statement of Work in KEES Contract Amendment 10, is hereby amended, in part, to include the following:

KDHE and Accenture agree to extend the Security Monitoring Services as set forth within this SOW through August, 2021. The staffing levels defined for August 2016 will remain through August, 2021.

The monthly costs for the extension are contained in Section 3.I of this Sixteenth Amendment.

- C. Section 27 of the KEES KDHE SOW is hereby amended, in part, to include the following:

27.6 KEES Operations Support Team

Accenture will provide a support team of six (6) individuals to provide operations support and change capacity to supplement the work performed based upon the agreed-upon scope defined in the Operations Statement of Work (hereinafter "The KEES Supplemental Operations Support Team"). These staff will all be located in Topeka, Kansas unless mutually agreed otherwise.

The KEES Supplemental Operations Support Team staff will be available to support stability and improvements in Operations. Their tasks will be directed by the State, in coordination with the Accenture Operations Lead.

These staff will consist of the following roles and skill sets.

- Support Manager – Lead for team, operationally skilled manager to organize and lead efforts as directed by the State. Manages overall capacity for Operations Support and seeks opportunities to improve operations overall.
- Technical Support Lead – Lead for technical support for the State, available as directed to focus on technical aspects of operations support.

- Functional Analysts – Two analysts to focus on improvements to operations, supporting the State operations team, with research, analysis and supporting process improvements, and data requests as directed.
- Technical Staff – Two developers with skills necessary to implement minor Maintenance Requests (less than 80 hours) that may include data fixes, queries, technical support and programming changes in coordination with the overall enhancement team.

The costs shown below reflect annual costs which would be billed monthly for 1/12th of the amount. Contract Year (CY) 4 contains two (2) months of cost starting in July 2015 and therefore would be billed each month for half of the amount.

| | CY4 | CY5 | CY6 | CY7 | CY8 | CY9 | CY10 | Total |
|--------------------------------------|-----------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Supplemental Operations Support Team | \$171,148 | \$1,199,289 | \$1,296,234 | \$1,340,215 | \$1,386,790 | \$1,434,961 | \$1,484,939 | \$8,313,575 |

D. KDHE Statement of Work Section 5.3, Contractor Staffing is hereby amended, in part, to state the following:

For the Operations phase, Accenture will provide sufficient staff required in order to maintain the KEES KDHE functionality in order to meet the defined Service Level Agreements. At a minimum, Accenture will provide the following staff levels in each location for the life of the KDHE contract:

- Topeka, Kansas – 4 FTEs for Operations and 3 FTEs for Application Development
- Austin, TX – 10 FTEs for Operations and 5 FTEs for Application Development
- India Delivery Center – 20 FTEs for Application Development

All other provisions of the KEES KDHE SOW at Section 5.3 shall remain unchanged

E. KDHE Statement of Work Section 5.4, Ongoing Operations Staffing is hereby replaced in its entirety with the following:

5.4 Ongoing Operations Staffing

The Contractor Ongoing Operations team consists of both staff to perform KEES Maintenance as well as staff to design, build, test and deploy enhancements to KEES. The Contractor Staffing shown above in Months 36-60 represents this blended team. It is anticipated that the Ongoing Operations team will be located in Accenture Delivery Centers in India and Austin, Texas, as well as the KEES Project site in Topeka, Kansas. The roles that are anticipated to remain in Topeka for the duration of the contract total approximately 14 FTEs and include PMO roles, Design roles, Operations Management roles, and portions of the Test and Technical Architecture teams.

The roles in the India Delivery Centers will be limited to application development and testing work. All work products developed offshore will be tested in an Accenture facility in the United States prior to being delivered to the State of Kansas. Any data containing Private Health

Information (PHI) or Personally Identifiable Information (PII) will not be transported to, processed or access remotely by the Accenture offshore delivery centers.

Any change to the scope of work of offshore resources must be approved by the State.

F. **KDHE Statement of Work Section 33.6, Performance Criteria** is hereby deleted in its entirety.

G. **KEES Statement of Work Section 22.1, KEES Project Facility** is hereby amended as follows:

10. Facilities pricing is committed through August, 2016 as contained in Section 6.8 of the KEES Statement of Work. KDHE will provide Accenture with at least 12 months' notice prior to terminating the Facilities agreement. KDHE and Accenture may mutually agree to extend the Facilities each year through August, 2021 at the below stated costs. Such agreement for facilities beyond Contract Year (CY) 6 will be memorialized in a future Amendment to the Original Agreement:

| CY6 | CY7 | CY8 | CY9 | CY10 | Total |
|-------------|-------------|-------------|-------------|-------------|-------------|
| \$1,652,655 | \$1,699,577 | \$1,737,713 | \$1,773,912 | \$1,803,353 | \$8,667,210 |

The costs shown in the table above reflect annual costs which would be billed monthly for 1/12th of the amount.

In the event that the Accenture facilities agreement is terminated, Accenture and the State will mutually agree on the new facilities location for the Accenture Team.

H. **KEES KDHE Statement of Work** is hereby amended to add :

38 Interim Maintenance and Operations (IMO)

Interim Maintenance and Operations (IMO) refers to additional implementation support capacity to be provided by Accenture during the period prior to final Phase 2.6 implementation and during the period up to Phase 3 deployment. The IMO Team will supplement the resources that are developing Phase 2.6 and will do the following:

- On-line developers and testers to remediate software issues identified in preparation for Phase 2.6 deployment and after deployment to support on-going implementation efforts.
- Additional Interfaces Fix capacity that exceeds the core amount of break-fix capacity in the Ongoing Operations Team, leveraging a more senior Interfaces Fix team to resolve issues quickly.
- XPATH Query Support to allow for queries into the inbound FFM datasets.
- Additional capacity for a focused PMO and Management Team.

Tasks to be performed by the IMO Team include:

- On-line and batch defect resolution and testing
 - Coding updates to resolve high priority defects found in Phase 2.6 testing
 - Re-testing and closing of high priority defects
- Interface Defects (critical and high) resolution and testing
 - Coding updates to resolve high priority Interface defects
 - Re-testing and closing of Interface defects identified in Phase 2.6 testing
- Additional Implementation Support
 - Environment Management – maintain the hardware and software for development and testing environments to include code migration and deployment

- Pilot (or similar) Environment Support – coordinate distribution and escalation of tickets and user access in the Pilot environment
- Operations readiness, P2.6 FFM, P2.6 PE, etc. – prepare operations for the addition of components into a production status
- Monthly Release planning and execution
 - Plan and coordinate the inclusion of code and the code builds for each release
 - Build and deploy monthly and off-cycle release
 - Coordinate the communication of Releases

The total cost for the IMO is \$3,033,120.00. CY4 contains 7 months of cost and therefore would be billed each month for 1/7th of the amount. CY5 contains 4 months of cost and therefore would be billed each month for 1/4 of the amount.

| | CY4 | CY5 | Total |
|------------------------------------|-------------|-------------|-------------|
| Interim Maintenance and Operations | \$2,004,000 | \$1,029,120 | \$3,033,120 |

I. The Recurring Payments Table in Section 7.0 of the KEES KDHE Statement of Work is hereby amended to add the following monthly payment schedule. The additions to the Recurring Payments Table below include costs for additional scope assigned to Accenture under this Sixteenth Amendment:

| | FY2015 Jul-15 | FY2015 Aug-15 |
|------------------------------|------------------|------------------|
| APSP Maintenance Billings | | |
| KDHE Ongoing Operations | 29,279 | 29,279 |
| Hosting | | |
| Security Monitoring Services | | |
| TOTAL BILLINGS | 29,279 | 29,279 |

| | FY2016 Sep-15 | FY2016 Oct-15 | FY2016 Nov-15 | FY2016 Dec-15 | FY2016 Jan-16 | FY2016 Feb-16 | FY2016 Mar-16 | FY2016 Apr-16 | FY2016 May-16 | FY2016 Jun-16 | FY2016 Jul-16 | FY2016 Aug-16 |
|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| APSP Maintenance Billings | | | | | | | | | | | | |
| KDHE Ongoing Operations | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 |
| Hosting | | | | | | | | | | | | |
| Security Monitoring Services | | | | | | | | | | | | |
| TOTAL BILLINGS | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 | 29,302 |

| | FY2017 Sep-16 | FY2017 Oct-16 | FY2017 Nov-16 | FY2017 Dec-16 | FY2017 Jan-17 | FY2017 Feb-17 | FY2017 Mar-17 | FY2017 Apr-17 | FY2017 May-17 | FY2017 Jun-17 | FY2017 Jul-17 | FY2017 Aug-17 |
|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| APSP Maintenance Billings | 76,717 | 76,717 | 76,717 | 76,717 | 76,717 | 76,717 | 76,717 | 76,717 | 76,717 | 76,717 | 76,717 | 76,717 |
| KDHE Ongoing Operations | 781,437 | 781,437 | 781,437 | 781,437 | 781,437 | 781,437 | 781,437 | 781,437 | 781,437 | 781,437 | 781,437 | 781,437 |
| Hosting | 406,149 | 406,149 | 406,149 | 406,149 | 406,149 | 406,149 | 406,149 | 406,149 | 406,149 | 406,149 | 406,149 | 406,149 |
| Security Monitoring Services | 47,472 | 47,472 | 47,472 | 47,472 | 47,472 | 47,472 | 47,472 | 47,472 | 47,472 | 47,472 | 47,472 | 47,472 |
| TOTAL BILLINGS | 1,311,776 | 1,311,776 | 1,311,776 | 1,311,776 | 1,311,776 | 1,311,776 | 1,311,776 | 1,311,776 | 1,311,776 | 1,311,776 | 1,311,776 | 1,311,776 |

| | FY2018 Sep-17 | FY2018 Oct-17 | FY2018 Nov-17 | FY2018 Dec-17 | FY2018 Jan-18 | FY2018 Feb-18 | FY2018 Mar-18 | FY2018 Apr-18 | FY2018 May-18 | FY2018 Jun-18 | FY2018 Jul-18 | FY2018 Aug-18 |
|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| APSP Maintenance Billings | 79,019 | 79,019 | 79,019 | 79,019 | 79,019 | 79,019 | 79,019 | 79,019 | 79,019 | 79,019 | 79,019 | 79,019 |
| KDHE Ongoing Operations | 812,348 | 812,348 | 812,348 | 812,348 | 812,348 | 812,348 | 812,348 | 812,348 | 812,348 | 812,348 | 812,348 | 812,348 |
| Hosting | 418,858 | 418,858 | 418,858 | 418,858 | 418,858 | 418,858 | 418,858 | 418,858 | 418,858 | 418,858 | 418,858 | 418,858 |
| Security Monitoring Services | 46,888 | 46,888 | 46,888 | 46,888 | 46,888 | 46,888 | 46,888 | 46,888 | 46,888 | 46,888 | 46,888 | 46,888 |
| TOTAL BILLINGS | 1,359,114 | 1,359,114 | 1,359,114 | 1,359,114 | 1,359,114 | 1,359,114 | 1,359,114 | 1,359,114 | 1,359,114 | 1,359,114 | 1,359,114 | 1,359,114 |

| | FY2019 Sep-18 | FY2019 Oct-18 | FY2019 Nov-18 | FY2019 Dec-18 | FY2019 Jan-19 | FY2019 Feb-19 | FY2019 Mar-19 | FY2019 Apr-19 | FY2019 May-19 | FY2019 Jun-19 | FY2019 Jul-19 | FY2019 Aug-19 |
|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| APSP Maintenance Billings | 81,390 | 81,390 | 81,390 | 81,390 | 81,390 | 81,390 | 81,390 | 81,390 | 81,390 | 81,390 | 81,390 | 81,390 |
| KDHE Ongoing Operations | 844,202 | 844,202 | 844,202 | 844,202 | 844,202 | 844,202 | 844,202 | 844,202 | 844,202 | 844,202 | 844,202 | 844,202 |
| Hosting | 431,189 | 431,189 | 431,189 | 431,189 | 431,189 | 431,189 | 431,189 | 431,189 | 431,189 | 431,189 | 431,189 | 431,189 |
| Security Monitoring Services | 50,339 | 50,339 | 50,339 | 50,339 | 50,339 | 50,339 | 50,339 | 50,339 | 50,339 | 50,339 | 50,339 | 50,339 |
| TOTAL BILLINGS | 1,407,119 | 1,407,119 | 1,407,119 | 1,407,119 | 1,407,119 | 1,407,119 | 1,407,119 | 1,407,119 | 1,407,119 | 1,407,119 | 1,407,119 | 1,407,119 |

| | FY2020 Sep-19 | FY2020 Oct-19 | FY2020 Nov-19 | FY2020 Dec-19 | FY2020 Jan-20 | FY2020 Feb-20 | FY2020 Mar-20 | FY2020 Apr-20 | FY2020 May-20 | FY2020 Jun-20 | FY2020 Jul-20 | FY2020 Aug-20 |
|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| APSP Maintenance Billings | 83,831 | 83,831 | 83,831 | 83,831 | 83,831 | 83,831 | 83,831 | 83,831 | 83,831 | 83,831 | 83,831 | 83,831 |
| KDHE Ongoing Operations | 877,464 | 877,464 | 877,464 | 877,464 | 877,464 | 877,464 | 877,464 | 877,464 | 877,464 | 877,464 | 877,464 | 877,464 |
| Hosting | 443,873 | 443,873 | 443,873 | 443,873 | 443,873 | 443,873 | 443,873 | 443,873 | 443,873 | 443,873 | 443,873 | 443,873 |
| Security Monitoring Services | 51,833 | 51,833 | 51,833 | 51,833 | 51,833 | 51,833 | 51,833 | 51,833 | 51,833 | 51,833 | 51,833 | 51,833 |
| TOTAL BILLINGS | 1,457,001 | 1,457,001 | 1,457,001 | 1,457,001 | 1,457,001 | 1,457,001 | 1,457,001 | 1,457,001 | 1,457,001 | 1,457,001 | 1,457,001 | 1,457,001 |

| | FY2021 Sep-20 | FY2021 Oct-20 | FY2021 Nov-20 | FY2021 Dec-20 | FY2021 Jan-21 | FY2021 Feb-21 | FY2021 Mar-21 | FY2021 Apr-21 | FY2021 May-21 | FY2021 Jun-21 | FY2021 Jul-21 | FY2021 Aug-21 |
|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| APSP Maintenance Billings | 86,346 | 86,346 | 86,346 | 86,346 | 86,346 | 86,346 | 86,346 | 86,346 | 86,346 | 86,346 | 86,346 | 86,346 |
| KDHE Ongoing Operations | 912,242 | 912,242 | 912,242 | 912,242 | 912,242 | 912,242 | 912,242 | 912,242 | 912,242 | 912,242 | 912,242 | 912,242 |
| Hosting | 457,587 | 457,587 | 457,587 | 457,587 | 457,587 | 457,587 | 457,587 | 457,587 | 457,587 | 457,587 | 457,587 | 457,587 |
| Security Monitoring Services | 53,377 | 53,377 | 53,377 | 53,377 | 53,377 | 53,377 | 53,377 | 53,377 | 53,377 | 53,377 | 53,377 | 53,377 |
| TOTAL BILLINGS | 1,509,552 | 1,509,552 | 1,509,552 | 1,509,552 | 1,509,552 | 1,509,552 | 1,509,552 | 1,509,552 | 1,509,552 | 1,509,552 | 1,509,552 | 1,509,552 |

SUMMARY BY FISCAL YEAR

| | FY2015 | FY2016 | FY2017 | FY2018 | FY2019 | FY2020 | FY2021 | Total |
|------------------------------|---------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| APSP Maintenance Billings | - | - | 920,610 | 948,228 | 976,675 | 1,005,975 | 1,036,155 | 4,887,643 |
| KDHE Ongoing Operations | 58,558 | 351,627 | 9,377,245 | 9,748,182 | 10,130,425 | 10,529,567 | 10,946,901 | 51,142,504 |
| Hosting | - | - | 4,873,786 | 5,026,302 | 5,174,267 | 5,326,471 | 5,491,043 | 25,891,869 |
| Security Monitoring Services | - | - | 569,668 | 586,654 | 604,066 | 621,994 | 640,522 | 3,022,905 |
| TOTAL BILLINGS | 58,558 | 351,627 | 15,741,309 | 16,309,366 | 16,885,432 | 17,484,008 | 18,114,620 | 84,944,921 |

J. Phase 2.6 Implementation

The Phase 2.6 scope consists of Change Orders, Work Around retirement, and Defect remediation. KDHE expects that this scope be delivered on the required schedule and with the quality measures defined for this release. The delivery schedule is defined in the following table:

| Task | Completion Date |
|--|-----------------|
| MMIS Deliverable Dates | |
| Build/Deploy/Certification | 2/6/2015 |
| Milestone - Accenture MMIS Ready for Interface Integration | 3/30/2015 |

| | |
|--|-----------|
| Testing | |
| Milestone - HP MMIS Ready for Interface Integration Testing | 3/30/2015 |
| Conversion | |
| CR 307 | 2/20/2015 |
| CR 455 | 2/20/2015 |
| integration Run Complete | 3/13/2015 |
| | |
| Accenture Build Deployments to System Test | |
| Group 1 | |
| Family Medical Forms Defects | 3/2/2015 |
| E&D Forms Defects | 3/2/2015 |
| Group 2 | 3/23/2015 |
| CR 415 - CSE Conversion and Interface Fix | 3/23/2015 |
| CR-279-E Unique ID for Program Block | 3/23/2015 |
| CR-451: SDX Interface - Allow multiple daily files | 3/23/2015 |
| CR-170: Medicare Begin and End Tasks | 3/23/2015 |
| Family Medical NOA Defects | 3/23/2015 |
| E&D NOA Defects | 3/23/2015 |
| Group 3 | |
| E&D Reviews NOA | 4/6/2015 |
| WA 335 - Tasks Missing From Manual Task Drop-Down List | 4/6/2015 |
| WA 336 - Documents Not Auto-Reindexing | 4/6/2015 |
| E&D Review Forms Defects | 4/6/2015 |
| Family Med Review Forms Defects | 4/6/2015 |
| WA 354 - Corrections, Clarifications, and Changes to the Review Design | 4/6/2015 |
| WA 372 - Reviews: Application should be setting Review Due | 4/6/2015 |
| NOAs/Forms Defects | 4/6/2015 |
| Group 4 | |
| CR- 428: PE Changes- Build-Test | 5/4/2015 |
| CR XXX: Family Med NOAs | 5/4/2015 |
| WA 357 - Reviews: All FRI's are not getting an interface check and RCD logic executed | 5/4/2015 |
| WA 216 - Auto Journal created in error | 5/4/2015 |
| Group 5 | |
| CR XXX: Reviews Forms | 5/18/2015 |
| CR- XXX: FFM VLP Steps 2 and 3 | 5/18/2015 |
| CR XXX: E&D NOAs | 5/18/2015 |
| CR XXX: Forms | 5/18/2015 |
| WA 285 - EDBC Notifies of Missing Verifications for People Who Are Permanently Out of the Home | 5/18/2015 |
| WA 277 - "Waiver Manager Approval Date" | 5/18/2015 |

| | |
|--|-----------|
| WA 296 -E&D ADAP Issue- Rescind button not displayed | 5/18/2015 |
| WA 322 - Setting the Requested Medical Type for MIPPA Applications | 5/18/2015 |
| WA 309 -Aid Code Issues | 5/18/2015 |
| WA 273 - Spenddown Override Screen | 5/18/2015 |
| WA 174 - Task Priority Not Holding | 5/18/2015 |
| Group 6 | |
| Reviews (WA - 297) | 6/1/2015 |
| CR-444 | 6/1/2015 |

The dates on this schedule represent the date when applicable code is expected to be deployed to the appropriate System Test environment, and therefore to be accessible to State staff.

The following defects are expected to be resolved before implementation of Phase 2.6.

| |
|-----------------------------------|
| Family Medical Forms |
| KEES00028042 |
| KEES00028045 |
| KEES00028046 |
| KEES00028047 |
| KEES00028049 |
| KEES00028050 |
| KEES00028051 |
| KEES00028063 |
| E&D Forms |
| KEES00028092 |
| KEES00028096 |
| KEES00028100 |
| KEES00028101 |
| KEES00028128 |
| KEES00028129 |
| KEES00028130 |
| KEES00028097 |
| Family Medical NOA Defects |
| KEES00027584 |
| KEES00027552 |
| KEES00027577 |
| KEES00027563 |
| KEES00027565 |
| KEES00027567 |
| KEES00027569 |
| KEES00026735 |
| KEES00027357 |

| |
|-----------------------------|
| KEES00027549 |
| KEES00027542 |
| E&D NOA Defects |
| KEES00027585 |
| KEES00027597 |
| KEES00027587 |
| KEES00027590 |
| KEES00027592 |
| KEES00027593 |
| KEES00028259 |
| KEES00027595 |
| KEES00027599 |
| KEES00027564 |
| KEES00027566 |
| KEES00027568 |
| KEES00027572 |
| KEES00027574 |
| KEES00027577 |
| KEES00027579 |
| KEES00027581 |
| KEES00027544 |
| KEES00027551 |
| KEES00027553 |
| KEES00027555 |
| KEES00027558 |
| KEES00027559 |
| E&D Reviews NOA |
| KEES00028132 |
| KEES00028134 |
| KEES00028136 |
| KEES00028137 |
| KEES00028138 |
| KEES00027831 |
| KEES00028819 |
| KEES00028821 |
| KEES00028142 |
| KEES00028143 |
| KEES00028145 |
| KEES00028147 |
| KEES00028153 |
| E&D Review Forms |

| |
|--------------------------------|
| KEES00028132 |
| KEES00028133 |
| KEES00028134 |
| KEES00028135 |
| KEES00028819 |
| KEES00028820 |
| KEES00028821 |
| KEES00028141 |
| KEES00028142 |
| KEES00028144 |
| KEES00028145 |
| KEES00028147 |
| KEES00028148 |
| KEES00028149 |
| KEES00028151 |
| KEES00028152 |
| KEES00028150 |
| KEES00028153 |
| KEES00028154 |
| Family Med Review Forms |
| KEES00028444 |
| KEES00028449 |
| KEES00028450 |
| KEES00028451 |
| KEES00028452 |

The service levels agreements associated with this scope are defined in 4.66 Liquidated Damages and Service Level Agreements.

Phase 2.6 Mobilization provides for the ramp-up of resources required in order to deliver the Phase 2.6 schedule within the timeline defined above. Additionally, it covers costs associated with delay of Release 2.6 implementation. The cost of Phase 2.6 Mobilization is \$1,009,000.00, to be paid in a lump sum in March 2015.

K. The Deliverables listed below contained in the Deliverables table in Section 6.7, Deliverables of the KEES KDHE Statement of Work are hereby amended as follows:

| Ref No. | Deliverable Name | Due Date | Payment Amount |
|---------|---|-------------------|----------------|
| 103 | Application Deployment (P2.6) (Added in Amendment 15) | July 6, 2015 | \$755,875 |
| 104 | System Acceptance (P2.6) (Added in Amendment 15) | September 7, 2015 | \$1,313,849 |

A summary of all deliverables and their associated payments is attached to this Sixteenth Amendment as Attachment 3.

L. The Holdback Payments table within Section 6.7, Deliverables of the KEES KDHE Statement of Work is hereby amended in its entirety as follows:

| Holdback Payment # | Estimated Holdback Payment Invoice Date | Holdback Payment Amount | Holdback Payment Trigger |
|--------------------|---|-------------------------|--|
| 1 | 1/18/2013 | \$500,000.00 | Triggered upon acceptance of Deliverable 46 – Application Code and Unit Test R2.0. |
| 2 | 3/11/2013 | \$500,000.00 | Triggered upon acceptance of Deliverable 84 – Application Code and Unit Test R2.1. |
| 3 | 5/26/2013 | \$500,000.00 | Triggered upon acceptance of Deliverable 86 – Application Code and Unit Test R2.2. |
| 4 | 5/29/2014 | \$275,000.00 | Triggered upon acceptance of Deliverable 61 –Pilot Deployment (P2.5). |
| 5 | 7/29/2014 | \$386,737.65 | Triggered upon acceptance of Deliverable 62 –P2.5 Pilot Acceptance (P2.5). |
| 6 | TBD | \$28,521.70 | Triggered upon acceptance of Deliverable 73 – User Acceptance Testing Results and Resolutions Document (P3). Remainder of retainage owed to Accenture. |
| 7 | 7/6/2015 | \$275,000.20 | Triggered upon Application Deployment (P2.6) |
| 8 | 9/7/2015 | \$536,737.65 | Triggered upon System Acceptance (P2.6) |
| | Total | \$3,001,997.20 | |

M. KDHE Service Credits

In addition to reduced operational costs, Accenture agrees to provide KDHE with service credits to be used against future change orders as follows:

September 2015-August 2016 – Accenture provides 8,150 hours of capacity.

September 2016-August 2017 – Accenture provides 8,150 hours of capacity.

These hours will be governed by the same processes and procedures as the 60K/year Enhancement hours provided under the Original Agreement.

4. EXHIBIT I OF THE ORIGINAL AGREEMENT

Exhibit I to the Original Agreement (Pricing) is hereby deleted in its entirety and replaced with the new Exhibit I attached as Attachment 1 to this Sixteenth Amendment.

5. EXHIBIT L OF THE ORIGINAL AGREEMENT

Exhibit L to the Original Agreement (Service Level Agreements) is hereby deleted in its entirety and replaced with the new Exhibit L attached as Attachment 2 to this Sixteenth Amendment.

6. RATE CARD

Any existing KDHE rate cards, whether from Accenture's Best and Final Offer, the KDHE Statement of Work or any other KDHE rate card attached to the Original Agreement, are replaced in their entirety with a new rate card for both agencies. The new rates are effective upon execution of this Sixteenth Amendment. The new rates are below and reflect FY15 rates. This new rate card will be added to KDHE Statement of Work as Section 5.5.

| Role | FY15 Hourly Rate |
|--|------------------|
| Onshore Consulting (US) – Topeka, KS | |
| Project Executive/Officer/Director | \$339.63 |
| Overall Solution Project Manager (SME) | \$264.16 |
| Overall Solution Architect | \$208.22 |
| Sub-Project Manager | \$202.59 |
| Functional/Business Lead | \$180.08 |
| Data Conversion Lead | \$180.08 |
| Project Management Officer | \$140.69 |
| US Technology Delivery – US Delivery Center | |
| Technical Lead | \$174.00 |
| Database Administrator | \$165.45 |
| Testing Lead | \$160.00 |
| Functional/Business Analyst | \$151.94 |
| Jr. Functional/Business Analyst | \$118.60 |
| Technical Analyst | \$110.30 |
| Jr. Technical Analyst | \$93.42 |
| Test Analyst | \$97.04 |
| Jr. Test Analyst | \$80.86 |
| Trainer | \$91.65 |
| Global Delivery - Offshore | |
| Offshore Project Manager | \$89.00 |
| Offshore Team Lead | \$69.00 |
| Offshore Developer | \$49.00 |
| Offshore Tester | \$39.00 |

The rates will escalate for Cost of Living Adjustments each September 1st starting September 1, 2015 using the methodology outlined below.

- Onshore hourly rate escalation - If the ECI index as published by the Bureau of Labor Statistics of the U.S. Department of Labor increases greater than 0% for the previous fiscal year, the onshore hourly rates will be increased by the ECI index percentage increase from September 1st of the previous year to August 31st of the present year.

- Offshore hourly rate escalation - If the Hewitt index as published by Aon Hewitt increases greater than 0% for the previous fiscal year, the offshore hourly rates will be increased by the Hewitt index percentage increase from September 1st of the previous year to August 31st of the present year will be increased at this percentage.

7. OTHER

The remaining terms and conditions of the above-referenced Original Agreement and any attachments and amendments thereto, shall remain in force and effect and binding on the parties hereto.

IN WITNESS WHEREOF, Accenture and KDHE hereto affix their signatures to the Amended Contract.

Accenture LLP


Sean Toole
Senior Executive


Date

Kansas Department of
Health and Environment


Susan Mosier, MD
Secretary


Date

KANSAS DEPARTMENT OF
ADMINISTRATION


Tracy Diel, JD


Date

Department of Administration,
Director of Procurement and Contracts

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PROCUREMENT & CONTRACTS

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Exhibit I

| Scope Elements | Original Contract Cost | Amendment 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17 and 18 changes | Footnote # | Revised Contract Cost |
|--|------------------------|---|------------|------------------------|
| Total PMO Monthly Billings | \$3,734,948.00 | | | \$3,734,948.00 |
| Accenture Software Licensing | | | | |
| APSP | \$3,000,000.00 | | | \$3,000,000.00 |
| Worker Portal | \$445,400.00 | | | \$445,400.00 |
| Public Portal | \$280,000.00 | | | \$280,000.00 |
| Accenture Software Maintenance and Support | \$4,012,151.00 | | | \$4,012,151.00 |
| Hardware and Software for Reference and Development Environments | \$1,127,792.00 | | | \$1,127,792.00 |
| | | \$380,000.00 | 1 | |
| | | \$42,531.00 | 5 | |
| | | \$298,100.00 | 7 | |
| | | \$674,462.00 | 8 | |
| | | \$518,111.00 | 10 | |
| | | \$739,133.00 | 12 | |
| | | \$2,671,200.00 | 15 | |
| | | \$2,294,451.00 | 16 | |
| | | \$563,015.57 | 17 | |
| | | \$ 2,100,543.00 | 18 | |
| Implementation Services | \$28,139,972.00 | \$6,912,557.00 | 19 | \$45,334,075.57 |
| Implementation Facilities | \$3,689,028.00 | \$206,766.00 | 2 | \$3,895,794.00 |
| On-going Operations | \$31,437,844.00 | \$410,185.00 | 19 | \$31,848,029.00 |
| Post Implementation Facilities | \$3,718,465.00 | \$40,506.00 | 2 | \$3,758,971.00 |
| Total Base K-MED Contract Value | \$79,585,600.00 | \$17,043,602.57 | | \$97,437,160.57 |

Exhibit I

| Optional Scope Elements | Cost | Amendment 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17 and 18 changes | Footnote # | Cost |
|--|-------------------------|---|------------|-------------------------|
| K-MED and DCF Hosting | \$18,564,206.00 | \$ (5,159,453.00) | 3 | \$13,404,753.00 |
| Hosting - Option Years 1-5 | | \$ 25,891,869.00 | 19 | \$25,891,869.00 |
| Print and Mail | \$1,879,311.00 | | | \$1,879,311.00 |
| Application Security Monitoring | \$2,863,000.00 | \$ (538,000.00) | 13 | \$2,325,000.00 |
| Application Security Monitoring - Option Years 1-5 | | \$ 3,022,905.00 | 19 | \$3,022,905.00 |
| Website Maintenance Services | \$0.00 | | | \$0.00 |
| DCF Implementation Services | | \$2,315,271.00 | 4 | |
| | | \$449,354.00 | 5 | |
| | | \$1,502,188.00 | 6 | |
| | | \$514,466.00 | 9 | |
| | \$21,775,690.00 | \$61,350.00 | 11 | \$26,618,319.00 |
| DCF Option – Model Office | \$199,397.00 | \$ (199,397.00) | 14 | \$0.00 |
| Facilities - Option Year 1 | | \$ 1,652,654.00 | 19 | \$1,652,654.00 |
| KDHE Ongoing Operations - Option Years 1-5 | | \$ 57,675,457.00 | 19 | \$57,675,457.00 |
| APSP Maintenance Billings - Option Years 1-5 | | \$4,887,643.00 | 19 | \$4,887,643.00 |
| Total Options and Extension Years | \$45,281,604.00 | \$ 93,496,744.00 | | \$137,357,911.00 |
| Total Base with Options and Extension years | \$124,867,204.00 | \$110,540,346.57 | | \$234,795,071.57 |

Footnotes

- Amendment 3 - addition of Hosting Deliverable
- Amendment 2 - addition of Implementation and post implementation facilities
- Amendment 3 - addition of monthly hosting services without hardware, which was \$5159,453 less than the original contract price of \$18,564,206
- Amendment 4 - Accenture developers replacing SRS developers
- Amendment 5 - Accenture OPA and Reports developers replacing SRS OPA and Reports developers (CR-30), CR-28 and CR-31 changes
- Amendment 7 - CR-25, CR-48 and CR-49 changes
- Amendment 7 - CR-56 changes
- Amendment 8 - CR-68, CR-69, CR-71, CR-73, and CR-75 changes
- Amendment 8 - CR-66, CR-72, CR-75, CR-77, and CR-79 changes
- Amendment 9 - CR-92 and CR-95 changes
- Amendment 9 - CR-96 changes
- Amendment 11 - CR-84, CR-93, CR-119, CR-120, CR-123, CR-127, CR-134, CR-140, CR-141, CR-144 and CR-145 changes
- Amendment 10 - addition of Security Monitoring option, which was \$538,000 less than the original contract price of \$2,863,000
- Amendment 8 - removal of Model Office from Scope per CR-77
- Amendment 12 - addition of MMIS Beneficiary Subsystem
- Amendment 13 - CR-153 changes
- Amendment 14 - CR-179, CR-209, CR-232, CR-235, CR-236, CR-240, CR-243, CR-249, CR-258, CR-291, CR-294, CR-295, CR-316 changes
- Amendment 15 - Addition of Interim Maintenance and Operations
- Amendment 16 - Added KDHE Operations Expansion and Extension Years, Operations Support Team, Interim Maintenance and Operations and Optional Extension Year Facilities

SERVICE LEVEL AGREEMENTS AND LIQUIDATED DAMAGES

Non-System-Related Service Level Agreements

| ID # | Non-System Service Level Agreement | Liquidated Damages |
|------|--|--|
| 1 | Key Personnel: Contractor must staff any position designated as a Key Position with a qualified individual approved by the State within sixty (60) calendar days of Project Execution Date or departure unless a different timeframe is approved by KDHE. The Contractor will notify the State thirty (30) calendar days prior to the termination or transfer of any individual designated as Key Personnel, and the position must be filled within sixty (60) calendar days of becoming vacant with a qualified individual approved by the KDHE. Contractor must not charge for the time a Key Personnel position remains unfilled. | An amount not to exceed one thousand dollars (\$1,000.00) per business day per occurrence may be assessed for each business day after sixty (60) calendar days in which a key position remains unfilled by a qualified person approved by the KDHE. Damages in an amount not to exceed one thousand dollars (\$1,000.00) per business day may be assessed for each business day the Contractor is past the thirty (30) calendar days required notification of termination or transfer of any designated Key Staff. |
| 2 | Minimum Level Staffing: The Contractor will identify minimum staffing levels as specified in RFP Section 3.4.15.2, Item #8. The Contractor will provide staffing at the identified minimum level. In the event that a minimum staffing level position becomes vacant, the Contractor will fill that position within sixty (60) calendar days following the date that the position became vacant, with a qualified individual, approved by KDHE. Contractor must not charge for the time a minimum staffing level position remains unfilled. | An amount not to exceed five hundred dollars (\$500.00) per business day per occurrence may be assessed for each business day after sixty (60) calendar days which a minimum staffing level position remains unfilled by a qualified person approved by KDHE. |
| 3 | Deliverables: This performance requirement applies to all deliverables <u>except those deliverables identified in IDs #7 and #8 below</u> . Please see RFP Appendix 10 – Quality Assurance Review Process (QARP), Item #10. | Damages in an amount up to two hundred fifty dollars (\$250.00) per business day for each business day that the Contractor remains non-compliant with the provisions of the QARP. |

| ID # | Non-System Service Level Agreement | Liquidated Damages |
|------|--|--|
| 4 | Miscellaneous Damages: The objective of this section is to provide the State with an administrative procedure to address general contract compliance issues not defined elsewhere in this agreement. KDHE may identify a condition resulting from the Contractor's non-compliance with the contract through outline monitoring activities. If this occurs, the State will notify the Contractor in writing of the contractual noncompliance. The State will also designate a period of time in which the Contractor must provide a written response to the notification and will recommend, when appropriate, a reasonable period of time within which the Contractor shall remedy the non-compliance. | If the non-compliance is not corrected by the specified date, the State reserves the right to assess liquidated damages in an amount not to exceed five hundred dollars (\$500) per working day per occurrence after the due date until the non-compliance is corrected. |
| 5 | Operational Readiness Testing must begin no later than six (6) weeks prior to the scheduled Implementation Phase 2.6 go-live date. | \$10,000 per business day that Operational Readiness Testing begins after six (6) weeks prior to the scheduled Implementation Phase 2.6 go-live date. |
| 6 | Hosting Turnover Task Contractor Responsibilities: Contractor shall comply with Hosting Turnover Plan . | If the Contractor is non-compliant or non-cooperative with the approved transfer plan. The contractor shall be held liable for all expenses associated with the delay of the transition and a ten (10%) percent damage assessment will be made to the Contractor's final invoice. |
| 7 | <p><u>Phase 2.6 Delivery Quality</u></p> <p><u>Quality – Defects raised by the State must be remediated per the quality standards.</u></p> | <p><u>Defects that arise as the direct result of Change Requests, Defect Remediation and Workaround Retirement as specified in Amendment 1618 Section J will be subject to the following liquidated damages provisions. These provisions are described further in Section 4.66 and are applicable during the Phase 2.6 State System Test:</u></p> <p><u>Defects arising from Codedata cConversion are excluded from this measure.</u></p> <p><u>The following standards establish expectations for code quality:</u></p> <ol style="list-style-type: none"> <u>1. For Critical Defects: A "Critical Defect" is defined as an issue that prevents access to the KEES system in System Test environments; will be remediated within two (2) business days.</u> <u>2. For High defects: A "High Defect" is defined as an issue that prevents processing of test cases through</u> |

| ID # | Non-System Service Level Agreement | Liquidated Damages |
|------|------------------------------------|---|
| | | <p><u>an On-line Program of the KEES system with no workaround; will be is-remediated within three (3) business days.</u></p> <p><u>Each business day, or as necessary, the State and Accenture Test Leads will meet to review new defects and to confirm criticality. Any disagreements will be escalated to the State and Accenture Project Director for resolution and documentation in the Ticketing system. Accepted defects will be scheduled into System Test releases as mutually agreed and with consideration of the quality standards, testing efficiency, and overall progress towards deployment.</u></p> <p><u>Accenture will notify the State when the releases are ready and which defects have been addressed and explanation if any defects are not ready for deployment.</u></p> <p><u>"Remediation," as used herein is defined as resolving code issues that create Critical or High defects and providing any appropriate code changes to the System Test environment. The State will notify Accenture in writing of any failure of remediation to code within two (2) two-business days.</u></p> <p><u>Multiple failures by Accenture to deliver the code fix releases on the established schedule may result in the State notifying Accenture of failure to meet this measure.</u></p> <p><u>Accenture will present and execute a Corrective Action Plan to address the notice of failure to meet the measure within three (3) business days and such Corrective Action Plan will be accepted or amended within two (2) business days. If the standards are not met at the end of the accepted Corrective Action Plan, the State may impose damages of \$5,000 per business day from the end date of the Corrective Action Plan until the Standards are met.</u></p> <p><u>State and Accenture acknowledge the following:</u></p> <ol style="list-style-type: none"> <u>1. Initial testing cycles may increase the arrival rate beyond the short term capacity of the team and the State agrees to work with Accenture if that situation arises.</u> <u>2. Accenture will not be penalized if the State determines that a deployment date should be delayed to better support testing efficiency.</u> <p><u>This service level expires with the deployment of Phase 2.6, or completion of the Phase 2.6 scope as defined in Section J of Amendment 168, whichever comes first.</u></p> |

| ID # | Non-System Service Level Agreement | Liquidated Damages |
|------|---|---|
| 8 | <p><u>Phase 2.6 Delivery Schedule</u></p> <p><u>Milestone completion dates for code promoted to System Test environments are to be met.</u></p> | <p><u>For each business day that the contractor has not delivered the scope defined in the applicable build milestone in Amendment 168 Section J – Phase 2.6 Scope, Accenture agrees to liquidated damages per Section 4.66, as follows per business day until the code is delivered to System Test.</u></p> <p><u>1-3 days late - \$1,500 per business day</u> <u>4-5 days late - \$2,500 per business day</u> <u>Over 5 days late - \$5,000 per business day</u></p> <p><u>Damages will be calculated as the amount per day based on when the delay ends. For example, a 6 business day delay results in a (\$5,000x6 = \$30,000) of potential damages.</u></p> <p><u>To incent progress, partial delivery of a release, where one or more Change Requests are not included in the release, will reduce the penalties. Each change request not included in a release will subject Accenture to a percentage of the damages based on the total change order hours not delivered over the total hours of the change orders included in the release. This is calculated based on the hours included in the applicable change orders. This percentage of the damages will continue until remediated, or as agreed.</u></p> <p><u>The State agrees to consider and work in good faith with Accenture to determine if adjusted deadlines are in the best interest of Phase 2.6 completion.</u></p> <p><u>For each business day after June 1, 2015 that the contractor has not delivered the full Phase 2.6 Scope as defined in Amendment 168 Section J, Accenture agrees to liquidated damages per Section 4.66 in the amount of \$7,500 per business day until the full scope is deployed to System Test.</u></p> <p><u>This service level requirement and any performance metrics described herein expires with the deployment to System Test for the Phase 2.6 scope as defined in Section J of Amendment 168.</u></p> |

System-Related Service Level Agreements (SLAs)

1. The KEES System shall be operational 99.8% of the System Available Time.
2. The KEES Reporting System shall be operational 95% of the System Available Time.
3. Critical Batch Programs and 90% of other Batch Programs must complete by 6:00 a.m CST or as defined by the batch schedule.
4. Ninety percent of non-Critical Batch Programs must complete in accordance with the KEES Batch Schedule.
5. Critical Interface Programs must start within 1 hour of the time specified in the KEES Interface Schedule.
6. KEES System transaction response time must pass routine, controlled testing.
7. KEES Director or designee will be notified of all Urgent Security Incidents within 1 hour of entry of a Trouble Ticket or notification from the Security Operations Center (SOC), and containment shall occur within 24 hours.
8. The resolution time for Application Usage tickets shall not be greater than 8 hours for more than 2 Urgent Priority tickets during the System Available Time.
9. Ninety percent of Level 1 Support calls on hold for more than 1 minute will be answered within 3 minutes.
10. For Level 1 Support calls, less than 5% of all calls will be abandoned.
11. KEES Standard Automated Reports shall be sent to the designated location at the time specified as called out in the Automated Reports Schedule.

Damages associated with the SLAs are capped at no more than \$150,000 per month, or 10% of monthly billings, whichever is lower. If a target is met or exceeded for 90 days following a calculated LD, it may be earned back. For the period between March 1, 2015 and achieving the milestone of Phase 2.6 System Acceptance, the liquidated damage cap is temporarily increased to \$300,000/month, applicable to non-system service related Service Level Agreements Number #7 and #8.

| | |
|-------------------------------------|--|
| Metric Name | #1: KEES System Availability |
| Definition Section | |
| Definition | <p>The KEES System shall be operational 99.8% of the System Available Time.</p> <p>This metric relates to the system availability of the KEES System defined in System Available Time, except for approved scheduled downtime for system backups, batch cycle, archiving or system maintenance, etc., and includes all of the individual application and infrastructure components that result in availability of the KEES System to the business.</p> |
| Description of Use | Used to measure availability of an application where only non-Accenture caused outages are removed from available time. |
| Goal | Reduce incidents that cause application outage. |
| Contract Reference Section | |
| Type | Critical Service Level Agreement (SLA) |
| Minimum Service Level Target | >=99.8% |
| Liquidated Damages | \$1,500 for each tenth of a percent below the minimum service level target during the measurement window for a Hosting system. |
| Reporting Section | |

| | |
|---|--|
| Unit of Measure | Percentage |
| Good Trend Direction | Up |
| Measurement Window | Monthly |
| Green Range | >=99.8% |
| Yellow Range | Not Applicable |
| Red Range | <99.8% |
| Other Targets or Measurement Considerations | Timing for an outage under this SLA shall begin at the receipt of a Trouble Ticket during the System Available Time and complete upon closure of the Trouble Ticket. |
| Formula and Data Element Information or Client Discussions | |
| Formula (Data Element A/Data Element B) | (Total Hours that the KEES System Was Available/ Total Hours that KEES System Was Scheduled to be Available) * 100 |
| Data Element A | Total Hours that the KEES System Was Available |
| Data Type | Hours |
| Most Granular Time Needed | Seconds |
| Exclusions | Exclude any down time not associated with an Accenture caused outage or approved outage. Excludes Reporting System. |
| Data Element B | Total Hours that KEES System Was Scheduled to be Available |
| Data Type | Hours |
| Most Granular Time Needed | Seconds |
| Exclusions | Exclude any scheduled down time for the application. Excludes Reporting System, Public Self Service Portal. |

| | |
|---|---|
| Metric Name | #2: KES Reporting System Availability |
| Definition Section | |
| Definition | <p>The KES Reporting System shall be operational 95% of the System Available Time.</p> <p>This metric relates to the system availability of the KES Reporting System defined in System Available Time, except for approved scheduled downtime for system backups, batch cycle, archiving or system maintenance, etc., and includes all of the individual application and infrastructure components that result in availability of the KES Reporting System to the business.</p> |
| Description of Use | Used to measure availability of an application where only non-Accenture caused outages are removed from available time. |
| Goal | Reduce incidents that cause application outage. |
| Contract Reference Section | |
| Type | Critical Service Level Agreement (SLA) |
| Minimum Service Level Target | >=95% |
| Liquidated Damages | \$1,500 for each 1.0 percent below the minimum service level target during the measurement window for a Hosting system. |
| Reporting Section | |
| Unit of Measure | Percentage |
| Good Trend Direction | Up |
| Measurement Window | Monthly |
| Green Range | >=95% |
| Yellow Range | Not Applicable |
| Red Range | <95% |
| Other Targets or Measurement Considerations | Timing for an outage under this SLA shall begin at the receipt of a Trouble Ticket during the System Available Time and complete upon closure of the Trouble Ticket. |
| Formula and Data Element Information or Client Discussions | |
| Formula (Data Element A/Data Element B) | (Total Hours that the KES System Was Available/ Total Hours that KES System Was Scheduled to be Available) * 100 |
| Data Element A | Total Hours that the KES System Was Available |
| Data Type | Hours |
| Most Granular Time Needed | Seconds |
| Exclusions | Exclude any scheduled down time for the application. |
| Data Element B | Total Hours that KES System Was Scheduled to be Available |
| Data Type | Hours |
| Most Granular Time Needed | Seconds |
| Exclusions | Exclude any scheduled down time for the application. |

| | |
|---|--|
| Metric Name | #3: KEES Critical Batch |
| Definition Section | |
| Definition | Critical Batch Programs must complete by 6:00 a.m CST or later as defined by the Batch Schedule |
| Description of Use | Used to measure completion of critical batch programs |
| Goal | Reduce incidents that cause batch outage. |
| Contract Reference Section | |
| Type | Critical Service Level Agreement (SLA) |
| Minimum Service Level Target | 100% |
| Liquidated Damages | \$1,500 for each.critical batch job not complete per day |
| Reporting Section | |
| Unit of Measure | Percentage |
| Good Trend Direction | Up |
| Measurement Window | Monthly |
| Green Range | =>95% |
| Yellow Range | <95%, >=90%, requires notification and corrective action plan |
| Red Range | <90%, LD calculated for all instances below 100% up to the contractual cap. |
| Other Targets or Measurement Considerations | |
| Formula and Data Element Information or Client Discussions | |
| Formula (Data Element A/Data Element B) | (Total critical batch jobs that completed by 6 a.m. or as defined by the Batch Schedule)/ Total number of critical batch jobs) * 100 |
| Data Element A | Total number of critical batch jobs as defined in KEES Batch Runbook |
| Data Type | Hours |
| Most Granular Time Needed | Seconds |
| Exclusions | Exclude any scheduled down time for the KEES System. |
| Data Element B | |
| Data Type | |
| Most Granular Time Needed | |
| Exclusions | |

| | |
|---|--|
| Metric Name | #4: KEEs non-Critical Batch |
| Definition Section | |
| Definition | Ninety percent of non-Critical Batch Programs must complete in accordance with the KEEs Batch Schedule |
| Description of Use | Used to measure completion of batch programs |
| Goal | Reduce incidents that cause batch outage. |
| Contract Reference Section | |
| Type | Key Service Level Agreement (SLA) |
| Minimum Service Level Target | >=90% |
| Liquidated Damages | \$1,500 for each percentage point below the minimum service level target for each business day of each measurement window for a Hosting system |
| Reporting Section | |
| Unit of Measure | Percentage |
| Good Trend Direction | Up |
| Measurement Window | Monthly |
| Green Range | >=90% |
| Yellow Range | Not Applicable |
| Red Range | <90% |
| Other Targets or Measurement Considerations | |
| Formula and Data Element Information or Client Discussions | |
| Formula (Data Element A/Data Element B) | (Total non-critical batch jobs that completed on schedule/ Total number of non-critical batch jobs) * 100 |
| Data Element A | Total number of non-critical batch jobs as defined in KEEs Batch Runbook |
| Data Type | Hours |
| Most Granular Time Needed | Seconds |
| Exclusions | Exclude any down time not associated with an Accenture caused outage. |
| Data Element B | |
| Data Type | |
| Most Granular Time Needed | |
| Exclusions | |

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|---|--|
| Metric Name | #5: KEES Critical Interfaces |
| Definition Section | |
| Definition | This metric illustrates the availability of the system to start critical interfaces within one (1) hour as defined in the KEES Interface Schedule. |
| Description of Use | Used to measure availability of an application where only Accenture caused outages are removed from available time. |
| Goal | Reduce incidents that cause application outage. |
| Contract Reference Section | |
| Type | Critical Service Level Agreement (SLA) |
| Minimum Service Level Target | <=1 hours of defined start time |
| Liquidated Damages | \$1,500 for each interface per measurement window for a Hosting system. |
| Reporting Section | |
| Unit of Measure | Minutes |
| Good Trend Direction | Down |
| Measurement Window | Daily |
| Green Range | <=.5 hours of defined start time for 90% of critical interfaces |
| Yellow Range | >.5 to <=1 hours of defined start time for 90% of critical interfaces, requires corrective action plan |
| Red Range | >1 hours of defined start time for 90% of critical interfaces, LD calculated based on each incident that didn't meet target up to the damage cap. |
| Other Targets or Measurement Considerations | |
| Formula and Data Element Information or Client Discussions | |
| Formula (Data Element A/Data Element B) | (Critical Interface start time per schedule) + 60 minutes |
| Data Element A | Start Time of Critical Interface as defined in Critical Interface Schedule |
| Data Type | Hours |
| Most Granular Time Needed | Seconds |
| Exclusions | Exclude any down time not associated with an Accenture caused outage. |
| Data Element B | N/A |
| Data Type | |
| Most Granular Time Needed | |
| Exclusions | |

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|---|--|
| Metric Name | #6: KEES Performance |
| Definition Section | |
| Definition | This metric illustrates the performance of the KEES System. KEES System transaction response time must pass routine, controlled testing and any required remediation must be implemented within the timeframe specified. |
| Description of Use | Used to measure the response time of specified transactions. |
| Goal | Improve transaction response time. |
| Contract Reference Section | |
| Type | Critical Service Level Agreement (SLA) |
| Minimum Service Level Target | Pass |
| Liquidated Damages | \$1,500 for each day beyond the date specified in the remediation plan. |
| Reporting Section | |
| Unit of Measure | Pass/Fail |
| Good Trend Direction | Up |
| Measurement Window | Monthly - During Operations, testing will be required as determined by the State when an incident related to transaction response time has been identified in production. Upon the State request, a test and remediation plan and target will be documented and submitted for approval to KEES Manager. Failure to remediate the issue per the remediation plan will constitute a failure. |
| Green Range | Pass – <=0 (0 days late or early) |
| Yellow Range | Not Applicable |
| Red Range | Fail - >=1 (1 or more days late) |
| Other Targets or Measurement Considerations | |
| Formula and Data Element Information or Client Discussions | |
| Formula (Data Element A/Data Element B) | Actual remediation completion date - Expected remediation completion date (e.g. 10/01/14 – 09/29/14 = 2 days late) |
| Data Element A | Actual remediation completion date |
| Data Type | Date (mm/dd/yy) |
| Most Granular Time Needed | Day |
| Exclusions | Search and Transactions involving external data sources are excluded from the performance standards, along with any other transactions documented and agreed upon between the parties based on desired functionality and limitations of infrastructure. |
| Data Element B | Expected remediation completion date |
| Data Type | Date (mm/dd/yy) |
| Most Granular Time Needed | Day |
| Exclusions | |

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|---|---|
| Metric Name | #7: KEES Security Incidents |
| Definition Section | |
| Definition | KEES Director or designee will be notified of all Urgent Security Incidents within 1 hour of entry of a Trouble Ticket or notification from the Security Operations Center (SOC), and a mutually agreed containment plan shall be documented, and begin containment as appropriate per the plan within 24 hours |
| Description of Use | Used to determine whether the established Resolution targets for the associated priorities per the SLA/contract are met. |
| Goal | Reduce or manage reaction time for security incidents |
| Contract Reference Section | |
| Type | Key Service Level Agreement (SLA) |
| Minimum Target | Notification <= 1 hour and Containment <= 24 hours |
| Liquidated Damages | \$1000 for each hour not notified of Urgent Security Incidents |
| Reporting Section | |
| Unit of Measure | Hours |
| Good Trend Direction | Down |
| Measurement Window | Monthly |
| Green Range | <=1 hour and <= 24 hour for containment |
| Yellow Range | Not Applicable |
| Red Range | >1 hour notification or > 24 hours for containment |
| Other Targets or Measurement Considerations | It is understood that often security incidents may take some time to remediate, the objective of this measure is active effort to provide clear guidance and analysis and to focus on developing a mutually agreeable plan for containment, not that implementation can occur in 24 hours in all, or most, cases. |
| Formula and Data Element Information or Client Discussions | |
| Formula (Data Element A/Data Element B) | (Time of entry of Lvl 1 Ticket) - (time of notification sent), and (Time of entry of Lvl 1 Ticket) - (time of containment notification) |
| Data Element A | Time of Lvl 1 Ticket |
| Data Type | Hours |
| Most Granular Time Needed | Minutes |
| Exclusions | Incidents not specific to KEES System |
| Data Element B | Time of notification - email time |
| Data Type | Hours |
| Most Granular Time Needed | Minutes |
| Exclusions | Incidents not specific to KEES System |

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|---|---|
| Metric Name | #8: KEES Urgent Priority Ticket Resolution |
| Definition Section | |
| Definition | The resolution time for Application Usage tickets shall not be greater than 8 hours for more than 2 Urgent Priority tickets during the System Available Time |
| Description of Use | Used to determine whether the established Resolution targets for the associated priorities per the SLA/contract are met. |
| Goal | Increase service excellence with a high percentage compliance for the established Resolution time limit. |
| Contract Reference Section | |
| Type | Critical Service Level Agreement (SLA) |
| Minimum Service Level Target | 100% <=8 Hours |
| Liquidated Damages | Damages in the amount of up to two hundred fifty dollars (\$250.00) per incident per business day for each business day the Contractor remains non-compliant. |
| Reporting Section | |
| Unit of Measure | Hours |
| Good Trend Direction | Down |
| Measurement Window | Monthly |
| Green Range | 100% <=8 Hours |
| Yellow Range | Not Applicable |
| Red Range | <100% >=8 Hours |
| Other Targets or Measurement Considerations | Total number of Urgent Priority Application Usage tickets minus 2. |
| Formula and Data Element Information or Client Discussions | |
| Formula (Data Element A) | (Total resolution time of each Level 1 Urgent Priority Application Usage Incidents) |
| Data Element A | Total Number of Closed Urgent Priority Incidents resolved to within established Resolution Time targets for the measurement period |
| Data Type | Hours |
| Most Granular Time Needed | Monthly |
| Exclusions | Open Incidents, Incidents not Classified as Priority 1, Two (2) mutually agreed upon longest duration resolution time tickets. |
| Data Element B | |
| Data Type | |
| Most Granular Time Needed | |
| Exclusions | |

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| Metric Name | #9: KEES Call Hold Time |
| Definition Section | |
| Definition | Level 1 Support calls on hold for more than 1 minute will be answered within 3 minutes |
| Description of Use | Used to determine whether the established response targets for the associated priorities per the SLA/contract are met. |
| Goal | Increase service excellence with a high percentage compliance for the established response time limit. |
| Contract Reference Section | |
| Type | Critical Service Level Agreement (SLA) |
| Minimum Service Level Target | >= 3 minutes hold time |
| Liquidated Damages | Damages in the amount of up to two hundred fifty dollars (\$250.00) per business day Yellow Range compliance and Damages in the amount of up to fifteen hundred (\$1500) per business day Red Range compliance. |
| Reporting Section | |
| Unit of Measure | Percentage |
| Good Trend Direction | Up |
| Measurement Window | Monthly |
| Green Range | <= 90% of calls On Hold > 1 minute |
| Yellow Range | > 90% of calls On Hold > 1 minute and < 3 minutes |
| Red Range | >= 3 minutes hold time |
| Other Targets or Measurement Considerations | "On Hold" refers to the period between when an attempt to contact and Agent is made through the system, and the Agent answers. Targets applicable to expected call volume. |
| Formula and Data Element Information | |
| Formula (Data Element A/Data Element B) and (Data Element C) | $\frac{(\text{Total Number of calls for the measurement period}) - (\text{Total Number of calls exceeding one minute hold time})}{(\text{Total Number of calls for the measurement period})} * 100$ |
| Data Element A | Total Number of calls for the measurement period |
| Data Type | Integer |
| Most Granular Time Needed | Monthly |
| Exclusions | Calls received outside of manned periods |
| Data Element B | Total Number of Incidents exceeding one minute hold time |
| Data Type | Integer |
| Most Granular Time Needed | Monthly |
| Exclusions | Calls received outside of manned periods |

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| Metric Name | #10: KEEES Call Abandonment |
| Definition Section | |
| Definition | For Level 1 Support calls, less than 5% of all calls will be abandoned. |
| Description of Use | Used to determine whether the established response targets for the associated priorities per the SLA/contract are met. |
| Goal | Increase service excellence with a high percentage compliance for the established response time limit. |
| Contract Reference Section | |
| Type | Critical Service Level Agreement (SLA) |
| Minimum Service Level Target | >= 5% abandoned |
| Liquidated Damages | Damages in the amount of up to two hundred fifty dollars (\$250.00) per business day for each business day the Contractor remains non-compliant. |
| Reporting Section | |
| Unit of Measure | Percentage |
| Good Trend Direction | Up |
| Measurement Window | Monthly |
| Green Range | <5% abandoned |
| Yellow Range | Not Applicable |
| Red Range | >= 5% abandoned |
| Other Targets or Measurement Considerations | "On Hold" refers to the period between when an attempt to contact and Agent is made through the system, and the Agent answers. Targets applicable to expected call volume. |
| Formula and Data Element Information | |
| Formula (Data Element A/Data Element B) and (Data Element C) | $\frac{(\text{Total Number of calls for the measurement period}) - (\text{Total Number of calls abandoned})}{(\text{Total Number of calls for the measurement period})} * 100$ |
| Data Element A | Total Number of calls for the measurement period |
| Data Type | Integer |
| Most Granular Time Needed | Monthly |
| Exclusions | Calls received outside of manned periods |
| Data Element C | Total Number of Incidents of abandoned calls |
| Data Type | Integer |
| Most Granular Time Needed | Monthly |
| Exclusions | Calls received outside of manned periods |

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| Metric Name | #11: KEES Reporting |
| Definition Section | |
| Definition | KEES Standard Automated Reports shall be sent to the designated location at the time specified as called out in the Automated Reports Schedule |
| Description of Use | To measure the timeliness of distribution of the Automated reports. The specific reports will be documented in the Operations Plan. The specific reports applicable to this SLA are: : ACF801 (Child Care Monthly Report) and the TANF Report . |
| Goal | Provide data to the appropriate staff at the planned timeframe. |
| Contract Reference Section | |
| Type | Key Performance Indicator (KPI) |
| Minimum Service Level Target | < 100% of indicated reports sent according to schedule |
| Liquidated Damages | Not Applicable - \$250/report |
| Reporting Section | |
| Unit of Measure | Percentage |
| Good Trend Direction | Up |
| Measurement Window | Monthly |
| Green Range | >=99% |
| Yellow Range | Not Applicable |
| Red Range | <99% |
| Other Targets or Measurement Considerations | SLA Applicable for following reports: ACF801 (Child Care Monthly Report) and the TANF Report |
| Formula and Data Element Information | |
| Formula and Data Element Information | ((Total number of reports in Automated Reports Schedule - Number of reports not sent according to schedule)/Total number of reports in Automated Reports Schedule) * 100 |
| Data Element A | Number of Automated Reports |
| Data Type | Integer |
| Most Granular Time Needed | Monthly |
| Exclusions | Reports not scheduled in the Automated Reports Schedule one month prior to execution |
| Data Element B | Number of Automated Reports sent according to schedule |
| Data Type | Integer |
| Most Granular Time Needed | Monthly |
| Exclusions | TBC |

Glossary of Terms for SLAs

The following terms and conditions are defined for the purposes of this document alone, and are not intended to redefine other defined terms in the Agreement or other contractual documents.

Application Usage – The ability to access and navigate through the On-line Programs.

Batch Program – A program that does not require human interaction which is scheduled to run from an automated scheduling tool.

Business Hours – See *System Availability Time*.

Business Day – Monday through Saturday except for State of Kansas Holidays and days off approved by the Governor's Office.

Containment – Neutralizing the impact of a Security Incident.

Controlled Testing – A set of tests set up in a regulated environment to control and measure various timing aspects of the KEES System. Separate testing will be performed for on-line and batch programs.

Critical Batch Program – Programs that are automatically executed on a scheduled basis and defined in the KEES Batch Runbook as critical. The KEES Batch Runbook contents will be mutually agreed upon by Accenture and the State.

Critical Interface Program – Programs that send System Data to external applications on a scheduled basis and defined in the KEES Batch Runbook as critical.

Escalation – Process by which Accenture and the State can focus resources on a problem considered outside of the normal operating range.

Failures – The failure of the KEES System or the contractor, as applicable, to perform specific Performance Standards that are defined in the Failures section of the SLA and that may result in the application of remedies, including but not limited to the Nonexclusive Remedies.

Help Desk – Call center for processing of User initiated trouble tickets.

High Priority Ticket – The priority assigned Trouble Tickets that affect only a limited number of Users at a Site and no temporary solution or workaround is known for a mission-essential capability. (Please see the *Trouble Ticket Priority Classification Matrix* section below for a detailed classification schema for determining prioritizations).

Infrastructure Support – Support of servers, system monitoring, and performing on-going preventative maintenance to the KEES Application.

Initial Contact Time – The time during System Availability Time from when a KEES user contact is put into its respective queue (voice mail, email, or call queue) until it is answered.

State of Kansas Holidays – Those holidays that are designated by the State of Kansas.

KEES System – Hardware and System Software necessary to support On-line Programs and Batch Programs. Also includes the software developed by Accenture for KEES.

Large Number of Users – 200 or more KEES System Users.

Level 1 – The first level of the KEES Support Organization that handles the initial request from the User.

Level 1 Phone and Voice Mail Support – Answering the initial call regarding a deficiency with the KEES System or responding to voice messages left by callers not able to get through to a Service Desk Analyst.

Low Priority Ticket – The priority assigned Trouble Tickets that affect only a limited number of Users at a Site and a temporary solution or workaround is documented for a user inconvenience. (Please see the *Trouble Ticket Priority Classification Matrix* section below for a detailed classification schema for determining prioritizations).

Medium Priority Ticket – The priority assigned Trouble Tickets that affect an entire Site and a temporary solution or workaround is documented that delays a core business function. (Please see the *Trouble Ticket Priority Classification Matrix* section below for a detailed classification schema for determining prioritizations).

Monitoring – Definition of the tools and processes that will be utilized to track and generate the necessary supporting data to compare against the *Performance Standard*.

Nonexclusive Remedies – Possible remedies in the Agreement for the State as a result of Failures. Specific examples of Nonexclusive Remedies for specific Failures are described in each Service Level Agreement.

Notification – Notification includes a phone call, voice message, or email that describes the Security Incident.

On-line Programs – On-line Program components includes:

- Address Validation
- Ad Hoc Reporting
- Eligibility Determination
- Form Generation
- ~~Imaging~~ Centralized Index Server
- Data Interfaces (only components controlled by Accenture)
- Phonetic Search
- User Administration
- Reports

(Note: On-line Programs are considered available until a Trouble Ticket is called in regarding an On-line Program).

Operational – Providing Users the ability to access the KEES System and complete critical functionality. A sub-classification of this definition is 'Fully Operational', meaning that all included components are functioning as expected.

Pass – An indicator of success for the testing of the KEES System. Achievement mutually agreed upon measure (time from submission of entered data until next action can be performed) by 99% of transactions in the KEES System not involving user defined searches.

Performance Standard – Standards to which the KEES System and Accenture shall perform during Acceptance Tests and mutually agreed upon service level agreements and operational level agreements.

Performance Measure – Detailed methodology used to determine if the *Performance Standard* has been achieved.

Remediation Process – When an Escalation is required, defines the roles of the parties and process to be followed as a result of the Escalation.

Repair Time – For Trouble Tickets, Repair Time is the time from when a diagnosis is determined until the Trouble Ticket is closed with the State's approval

Reporting – Listing of the reports and / or information that will be generated from the *Monitoring* tools and processes.

Scheduled System Down Time – The amount of time the KEES System and System Maintenance is unavailable to Users as agreed to by the State.

Security Incident – Once a normal event has been confirmed to have an impact on security, the event is classified as a Security Incident. (see Security Incident Priority Classification Matrix)

Service Desk – The help desk supporting the KEES System.

Service Desk Analyst – Responsible for Level 1 Service Desk activities.

Site – A location that utilizes the KEES System.

SLA – Service Level Agreement. The Performance Standards for specified service areas.

System Administration – Managing, operating system platforms, Users, and servers and monitoring their performance against service levels.

System Availability Time – The scheduled time when Maintenance and Operations Support Services will be performed on the KEES System, which will be from 6:00 a.m. to 8:00 p.m. Monday through Friday, except for State of Kansas Holidays and Scheduled System Down Time.

System Data – Data that is captured using the KEES System during System Availability Time.

System Maintenance – Maintenance and Operations Support Services related to the KEES System.

System Software – Software, such as operating systems, designed to operate and control the computer hardware and to provide a platform for running application software. In this context, it is also to include the third party application software necessary to support the On-line Programs.

Transaction Response Time - The transaction response time shall be measured beginning at the point an interrupt key (e.g., enter key, function key, mouse button) is depressed and ending when the page is rendered in the window.

Trouble Ticket - A request that documents inquiries that are reported by Users utilizing the KEES System, also known as a Service Request.

Unknown Maintenance - Maintenance associated with Trouble Tickets that are classified as unknown by Level 1 resources. This is only a temporary designation until the affected area is determined.

Urgent Priority Ticket - The priority assigned Trouble Tickets that affect an entire Site and no temporary solution or workaround is available for a core business function. (Please see the *Trouble Ticket Priority Classification Matrix* section below for a detailed classification schema for determining prioritizations).

Users - The individuals authorized by the State to use the KEES System.

Trouble Ticket Priority Classification Matrix

Severity:

1. Affects an entire Site or a Large Number of Users and no temporary solution or workaround is known
2. Affects only part of the Users at a Site or a limited number of Users and no temporary solution or workaround is known
3. Affects an entire Site or a Large Number of Users and a temporary solution or workaround is documented
4. Affects only part of the Users at a Site or a limited number of Users and a temporary solution or workaround is documented

Criticality:

1. Prevents the accomplishment of an operational or core business function
2. Adversely affects the accomplishment of an operational or mission-essential capability
3. Delays the accomplishment of an operational or mission-essential capability
4. Results in user/operator inconvenience or annoyance, but does not prevent a required operational or mission-essential capability

Classification:

- Low** Initial setting for all problems
- Medium** Escalate problem to Service Desk Manager
- High** Escalate problem to Maintenance and Operations Manager
- Urgent** Escalate problem to Project Management and Consortium

| | | | | | |
|----------|---|-------------|--------|--------|-----|
| Severity | 4 | Low | Low | Low | Low |
| | 3 | Medium | Medium | Medium | Low |
| | 2 | High | High | Medium | Low |
| | 1 | Urgent | High | Medium | Low |
| | | 1 | 2 | 3 | 4 |
| | | Criticality | | | |

Figure 1: Classification Schema for KEES System Problem Management

Security Incident Priority Classification Matrix

Severity:

1. Could affect an entire Site or a Large Number of Users and no temporary solution or workaround is known
2. Could only affect part of the Users at a Site or a limited number of Users and no temporary solution or workaround is known
3. Could affect an entire Site or a Large Number of Users and a temporary solution or workaround is documented
4. Could affect only part of the Users at a Site or a limited number of Users and a temporary solution or workaround is documented

Criticality:

1. Prevents the accomplishment of an operational or core business function
2. Adversely affects the accomplishment of an operational or mission-essential capability
3. Delays the accomplishment of an operational or mission-essential capability
4. Results in user/operator inconvenience or annoyance, but does not prevent a required operational or mission-essential capability

Classification:

- Low** Initial setting for all problems
- Medium** Escalate problem to Service Desk Manager
- High** Escalate problem to Maintenance and Operations Manager
- Urgent** Escalate problem to Project Management and Consortium

| | | | | | |
|-----------------|----------|--------------------|----------|----------|----------|
| Severity | 4 | Low | Low | Low | Low |
| | 3 | Medium | Medium | Medium | Low |
| | 2 | High | High | Medium | Low |
| | 1 | Urgent | High | Medium | Low |
| | | 1 | 2 | 3 | 4 |
| | | Criticality | | | |

Figure 1: Classification Schema for KEES System Security Incident Management

KEES Batch Schedule

The KEES Batch Schedule will be submitted to KEES Manager, and will be maintained as a work product of the Operations Team.

KEES Interface Schedule

The KEES Interface Schedule will be submitted to KEES Manager, and will be maintained as a work product of the Operations Team.

KEES Standard Automated Reports

The KEES Automated Reports list will be submitted to KEES Manager, and will be maintained as a work product of the Operations Team.

Automated Reports Schedule

The KEES Automated Reports Schedule will be submitted to KEES Manager, and will be maintained as a work product of the Operations Team.

| KDHE Number | KDHE Deliverable Name | Deliverable Due Date | Current Deliverable Price | Proposed Deliverable Price |
|-------------|---|----------------------|---------------------------|----------------------------|
| 1 | Project Management Plan | 9/29/2011 | \$365,819 | \$365,819 |
| 2 | Detailed Project Plan (KITO Approved) | 10/11/2011 | \$225,120 | \$225,120 |
| 3 | Work Plan Management and Time Reporting Plan | 9/29/2011 | \$168,840 | \$168,840 |
| 4 | Communications Plan | 10/28/2011 | \$112,560 | \$112,560 |
| 5 | Risk Management and Issues Management Plan | 9/29/2011 | \$196,980 | \$196,980 |
| 6 | Configuration Management Plan | 10/17/2011 | \$112,560 | \$112,560 |
| 7 | Facility Management Plan | 11/10/2011 | \$56,280 | \$56,280 |
| 8 | Preliminary Design Review (PDR)* | n/a | \$0 | \$0 |
| 9 | Final Detailed Design Review (FDD)* | n/a | \$0 | \$0 |
| 10 | Knowledge Transfer Plan | 5/28/2012 | \$253,260 | \$253,260 |
| 11 | Pre-Operational Readiness Review (PORR)* | n/a | \$0 | \$0 |
| 12 | Operational Readiness Review (ORR)* | n/a | \$0 | \$0 |
| 13 | Initial Environments Available (APSP, Public Portal, Worker Portal) | 9/27/2011 | \$309,540 | \$309,540 |
| 14 | Capacity and Performance Plan | 11/29/2011 | \$225,120 | \$225,120 |
| 15 | Requirements Validation Document (P1 & P2) | 11/29/2011 | \$1,519,558 | \$1,519,558 |
| 16 | Security Plan | 11/21/2011 | \$281,400 | \$281,400 |
| 17 | Master Test Plan | 1/26/2012 | \$225,120 | \$225,120 |
| 18 | Business Design Document (P1 & P2) | 11/29/2011 | \$1,772,818 | \$1,772,818 |
| 19 | MITA Self-Assessment | 1/25/2012 | \$253,260 | \$253,260 |
| 20 | Detailed System Design (DSD) (P1) | 3/22/2012 | \$534,659 | \$534,659 |
| 21 | Enterprise Readiness Plan (P1) | 1/17/2012 | \$253,260 | \$253,260 |
| 22 | Training Plan (P1) | 2/7/2012 | \$168,840 | \$168,840 |
| 23 | Help Desk Plan | 4/16/2012 | \$168,840 | \$168,840 |
| 24 | System Test Plan (P1) | 3/9/2012 | \$168,840 | \$168,840 |
| 25 | Application Code and Unit Test (P1) | 4/3/2012 | \$309,540 | \$309,540 |
| 26 | Continuity of Operations Plan (P1) | 12/13/2011 | \$168,840 | \$168,840 |
| 27 | User Acceptance Test Plan (P1) | 4/4/2012 | \$168,840 | \$168,840 |
| 28 | Training Materials (P1) | 5/25/2012 | \$253,260 | \$253,260 |
| 29 | Deployment/Rollout Plan (P1) | 3/23/2012 | \$168,840 | \$168,840 |
| 30 | System Test Results(P1) | 6/15/2012 | \$253,260 | \$253,260 |
| 31 | Continuity of Operations Exercise (P1) | 9/27/2012 | \$84,420 | \$84,420 |
| 32 | Performance Test (P1) | 5/30/2012 | \$168,840 | \$168,840 |
| 33 | User Acceptance Testing Results and Resolutions Document (P1) | 7/27/2012 | \$281,400 | \$281,400 |
| 34 | Training Delivery Complete (P1) | 8/3/2012 | \$365,819 | \$365,819 |

| | | | | |
|-----|--|------------|--------------|--------------|
| 35 | Application Deployment (P1) | 7/27/2012 | \$534,659 | \$534,659 |
| 36 | System Acceptance (P1) | 10/27/2012 | \$816,059 | \$816,059 |
| 37 | Reports and Business Intelligence Plan (P2) | 12/20/2011 | \$900,479 | \$900,479 |
| 38 | Interface Plan, Standards and Layouts (P2) | 11/30/2011 | \$1,575,838 | \$1,575,838 |
| 39 | Interface Standards and Layouts (for Agencies and Business Partners) (P2) | n/a | \$0 | \$0 |
| 40a | MMIS Member Beneficiary Subsystem Plan - Part 1 | 1/6/2012 | \$422,099.50 | \$422,099.50 |
| 40b | MMIS Member Beneficiary Subsystem Plan - Part 2 | 6/1/2012 | \$422,099.50 | \$422,099.50 |
| 41 | Conversion Plan (P2) | 2/7/2012 | \$1,125,598 | \$1,125,598 |
| 42 | Enterprise Readiness Plan (P2) | 11/1/2012 | \$578,379 | \$578,379 |
| 43 | Detailed System Design (DSD) (P2) | 8/31/2012 | \$1,266,298 | \$1,266,298 |
| 44 | System Test Plan (P2/P3) | 11/5/2012 | \$747,507 | \$747,507 |
| 45 | Continuity of Operations Plan (P2) | 4/27/2012 | \$309,540 | \$309,540 |
| 46 | Application Code and Unit Test (R2.0) | 12/18/2012 | \$386,272 | \$386,272 |
| 47 | Training Plan (P2) | 1/25/2013 | \$325,120 | \$325,120 |
| 48 | Capacity and Performance Plan (P2) | 3/14/2012 | \$281,400 | \$281,400 |
| 49 | Training Materials (P2) R2.0 | 2/22/2013 | \$469,139 | \$469,139 |
| 50 | Operating Procedures Guide (P2) | 10/9/2012 | \$309,540 | \$309,540 |
| 51 | Tables and Rules User Guide (P2) | 1/16/2014 | \$105,000 | \$105,000 |
| 52 | Online User Guide (P2) | 7/8/2013 | \$225,120 | \$225,120 |
| 53 | User Acceptance Test Plan (P2/P3) | 6/17/2013 | \$424,129 | \$424,129 |
| 54 | Deployment/Rollout Plan (P2) | 6/6/2013 | \$392,450 | \$392,450 |
| 55 | System Test Results (P2) | 8/30/2013 | \$265,819 | \$265,819 |
| 56 | Continuity of Operations Exercise (P2) | 6/9/2014 | \$278,380 | \$278,380 |
| 57 | User Acceptance Testing Results and Resolutions Document (P2) | 10/4/2013 | \$111,050 | \$111,050 |
| 58 | Performance Test (P2) | 8/30/2013 | \$302,100 | \$302,100 |
| 59 | Training Delivery Complete (P2) | 10/15/2013 | \$111,050 | \$111,050 |
| 60 | Data Conversion Dry-Run (P2) | 9/20/2013 | \$111,050 | \$111,050 |
| 61 | Pilot Deployment (P2.5) | 5/29/2014 | \$255,875 | \$255,875 |
| 62 | Pilot Acceptance (P2.5) | 7/29/2014 | \$313,849 | \$313,849 |
| 63 | Knowledge Transfer Scorecards (Completed Phase 2 Personnel Assessments) | 7/29/2013 | \$200,700 | \$200,700 |
| 64 | Requirements Validation Document (P3a) (Deferred Scope) | 6/28/2013 | \$38,540 | \$38,540 |
| 65 | Detailed System Design (DSD) (P3a) (Deferred Scope) | 12/20/2013 | \$38,540 | \$38,540 |
| 66 | System Test Plan (P3) | n/a | \$0 | \$0 |
| 67 | Application Code and Unit Test (P3) | n/a | \$0 | \$0 |

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| 68 | Continuity of Operations Plan (P2 Update/P3) | 7/8/2013 | \$140,700 | \$140,700 |
| 69 | Deployment/Rollout Plan (P3) | n/a | \$0 | \$0 |
| 70 | User Acceptance Test Plan(P3) | n/a | \$0 | \$0 |
| 71 | Continuity of Operations Exercise (P3) | n/a | \$0 | \$0 |
| 72 | System Test Results(P3a) (Deferred Scope) | TBD | \$38,540 | \$38,540 |
| 73 | User Acceptance Testing Results and Resolutions Document (P3a) | TBD | \$38,540 | \$38,540 |
| 74 | Performance Test (P3) | n/a | \$0 | \$0 |
| 75 | Application Deployment (P3) | n/a | \$0 | \$0 |
| 76 | System Acceptance (P3) | n/a | \$0 | \$0 |
| 77 | KEES Hosting Plan | 8/22/2012 | \$380,000 | \$380,000 |
| 78 | Rules Design (P2) | 9/21/2012 | \$230,072 | \$230,072 |
| 79 | Security Design (P2) | 11/21/2012 | \$236,345 | \$236,345 |
| 80 | Workflow Design (P2) | 12/5/2012 | \$316,345 | \$316,345 |
| 81 | NOA Design (P2) | 11/30/2012 | \$221,555 | \$221,555 |
| 82 | No Touch Design (P2) | 12/3/2012 | \$225,120 | \$225,120 |
| 83 | Forms Design (P2) | 12/4/2012 | \$282,050 | \$282,050 |
| 84 | Application Code and Unit Test - R2.1 | 2/22/2013 | \$372,040 | \$372,040 |
| 85 | Training Materials (P2) R2.1 | 4/29/2013 | \$331,479 | \$331,479 |
| 86 | Application Code and Unit Test - R2.2 | 4/26/2013 | \$342,169 | \$342,169 |
| 87 | Training Materials (P2) R2.2 | 5/20/2013 | \$342,024 | \$342,024 |
| 88 | Technical Designs (P2) | 10/15/2012 | \$300,000 | \$300,000 |
| 89A | Interface Designs (P2) - Part A | 10/19/2012 | \$150,000 | \$150,000 |
| 89B | Interface Designs (P2) - Part B | 6/28/2013 | \$25,000 | \$25,000 |
| 89C | Interface Designs (P2) - Part C (FFM only) | 9/27/2013 | \$25,000 | \$25,000 |
| 90 | Reports Designs (P2) | 11/30/2012 | \$200,000 | \$200,000 |
| 91 | Journal Design (P2) | 10/12/2012 | \$0 | \$0 |
| 92 | SSPP Design (P2) | 10/22/2012 | \$0 | \$0 |
| 93 | Updated Medical Rules Design (P2) | 12/31/2012 | \$0 | \$0 |
| 94 | COPO/COAR Design (P2) | 11/19/2012 | \$0 | \$0 |
| 95 | KDHE Reviews Design (P2) | 12/7/2012 | \$0 | \$0 |
| 97 | PE Design (P2) | 12/7/2012 | \$0 | \$0 |
| 98 | Case Name, Primary Applicant/Payee Functionality (CR-75) | 2/26/2013 | \$0 | \$0 |
| 99 | Customer Service Representative (CR-73) | 3/25/2013 | \$0 | \$0 |
| 100 | Federally Facilitated Exchange (CR-FFE) | 3/18/2013 | \$0 | \$0 |
| 101 | Worker Portal (CR-85) | 4/19/2013 | \$0 | \$0 |
| 102 | Prior Medical | 6/4/2013 | \$0 | \$0 |

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| 103 | Application Deployment (P2.6) | TBD | \$255,875 | \$755,875 |
| 104 | System Acceptance (P2.6) | TBD | \$313,849 | \$1,313,849 |
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| | Current Total Deliverable Billings | | \$28,006,115 | \$29,506,115 |
| | Money Moved to Monthly Billings in CR-86 | | \$513,857 | \$513,857 |
| | Total Billings Subject To Retainage | | \$28,519,972 | \$30,019,972 |

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